# **REMARKS**

The present claims relate to an interlayer for laminated glass.

#### Status of the claims

In Paragraph No. 3 of the Office Action, claim 7 was rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Corson (U.S. Patent No. 2,512,310). In Paragraph No. 7 of the Office Action, claims 9 and 37-39 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Corson.

## Amendment summary

Upon entry of this Amendment, claims 7, 9, and 37-40 will be pending.

Claim 1 is amended to recite that the thermoplastic resin sheet comprises a material selected from the group consisting of a plasticized polyvinyl acetal resin, a polyurethane resin, an ethylene-vinyl acetate resin, an ethylene-ethyl acrylate resin, and a plasticized vinyl chloride resin. New claim 40 recites that the interlayer for a laminated glass comprises a <u>plasticized</u> <u>polyvinyl acetal</u> resin. Support for these amendments is found on, e.g., page 14, lines 6-17 of the specification.

No new matter is added by this Amendment, and Applicant respectfully submits that entry of this Amendment is proper.

Application No.: 10/786,367

Attorney Docket No.: Q79579

### Response to rejections

The present claims recite an interlayer for a laminated glass which comprises a thermoplastic resin sheet provided with embossments comprising concave portions and convex portions on both sides thereof. The concave portions on at least one side have a trough-like geometry with a continual bottom while the convex portion on the same side have a plateau-forming top surface. In addition, fine concave and convex portions are provided on the plateau-forming top surface of the convex portion and the interlayer is capable of contact bonding to a glass sheet. The thermoplastic resin sheet comprises a material selected from the group consisting of a plasticized polyvinyl acetal resin, a polyurethane resin, an ethylene-vinyl acetate resin, an ethylene-ethyl acrylate resin, and a plasticized vinyl chloride resin.

On the other hand, Corson discloses only a rubber floor mat. Corson discloses that the rubber floor mat therein is made from "vulcanized rubber" (column 1, line 37), which is not the thermoplastic resin sheet recited in the present claims. Additionally, as noted previously, the invention in Corson is concerned with providing "soft cushioning resiliency within the mat" upon application of "foot pressure" (column 1, lines 4-6). Not surprisingly, therefore, there is no teaching whatsoever in Corson that its mat could be or should be an interlayer for laminated glass.

Applicant respectfully submits that there is also no motivation to alter the disclosure of Corson to arrive at the presently claimed subject matter because there is no teaching or suggestion regarding thermoplastic resin sheets, as recited in the present claims, in Corson.

Application No.: 10/786,367

Attorney Docket No.: Q79579

Therefore, Applicant respectfully submits that there is no motivation to alter Corson to arrive at

the presently claimed subject matter.

In response to the positions set forth in the Office Action that (1) rubber (presumably the

vulcanized rubber in Corson) would be capable of bonding to glass under heat and pressure

applied thereto; (2) a rubber sheet is "capable of contact bonding to a glass sheet" because one

may adhesively bond the rubber sheet to the glass sheet; and (3) that the particular characteristics

of claims 9, 37, and 38 are obvious, Applicant respectfully disagrees for at least the same reasons

set forth in the Amendment filed on December 6, 2006. In addition, Applicant respectfully

submits that the position set forth in the Office Action did not include a proper prima facie case

that the vulcanized rubber floor mat in Corson can be bonded to a glass sheet via heat and

pressure; there is no teaching in Corson or any other cited reference that shows such a process.

Applicant also respectfully submits that the position set forth in the Office Action does not

provide a proper prima facie case that the floor mat in Corson is "capable of contact bonding to a

glass sheet" through the use of an adhesive because no reference has been cited to show (a) the

existence of such a process; and (b) motivation for bonding a floor mat to a glass sheet.

Further, Applicant respectfully submits that the Office Action has not stated why it would

be obvious to alter the roughness of the floor mat in Corson such that it would have a roughness

advantageous for use as an interlayer for a laminated glass. Therefore, Applicant respectfully

submits that there is totally insufficient motivation in Corson for producing an interlayer for a

laminated glass with the presently claimed roughness.

6

Application No.: 10/786,367

Attorney Docket No.: Q79579

Finally, for those reasons previously discussed in the Amendment of December 6, 2007, Applicant again respectfully submits:

- (a) that there is no contemplation within Corson whatsoever that the floor mat disclosed therein could be or should be used as an interlayer for a laminated glass;
- (b) that there is no motivation in the prior art to alter the floor mat in Corson to provide it with the capability of contact bonding to a glass sheet;
- (c) that there is insufficient motivation for producing a floor mat with the presently claimed roughness (claims 9, 37, and 38);
- (d) that it would not have been obvious to one of ordinary skill in the art to alter Corson to arrive at the specific preferred embodiment interlayer characteristics specified in claim 39; and
- (e) that it would not be within ordinary skill of the art of Corson (floor mats) to alter the shape and/or size of the embossments in Corson to correspond to the presently claimed embossments, which are present in an interlayer for laminated glass (an area of art quite different from the area art of Corson).

Accordingly, Applicant respectfully submits that Corson does not anticipate the present claims, and Applicant respectfully requests reconsideration and withdrawal of these § 102 and § 103 rejections citing Corson.

#### Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby earnestly solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the

Application No.: 10/786,367

Attorney Docket No.: Q79579

Examiner is kindly requested to contact the undersigned at the local Washington, D.C., telephone

number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

SUGHRUE MION, PLLC

Telephone: (202) 293-7060

Facsimile: (202) 293-7860

WASHINGTON OFFICE

23373
CUSTOMER NUMBER

Date: June 1, 2007